

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2015-71

### A RESOLUTION APPROVING ENTRY INTO A MEMORANDUM OF UNDERSTANDING FOR A MARQUEE SIGN AT BUTLER MIDDLE SCHOOL WITH CANYONS SCHOOL DISTRICT AND COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Canyons School District (“*CSD*”), the city of Cottonwood Heights (“*City*”) and Cottonwood Heights Parks and Recreation Service Area (“*Service Area*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, CSD plans to purchase an electronic marquee sign (the “*Sign*”) for Butler Middle School to promote and inform patrons and students about upcoming school events, and has offered to allow City and Service Area to also use the Sign to promote and inform the public about their own upcoming events in return for their payment of a portion of the purchase price of the Sign; and

**WHEREAS**, CSD has prepared and presented to City and Service Area for review and signature a proposed memorandum of understanding (the “*Agreement*”) concerning the proposed joint purchase and use of the Sign; and

**WHEREAS**, City’s municipal council (the “*Council*”) met in regular session on 10 November 2015 to consider, among other things, approving City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve City’s entry into the Agreement as proposed;

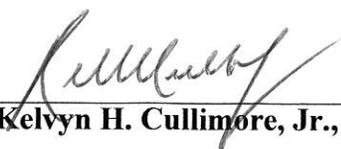
**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City; and

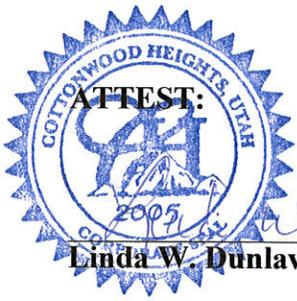
**BE IT FURTHER RESOLVED** by the city council of the city of Cottonwood Heights that the Council hereby also approves any hereafter negotiated modifications to the Agreement that are acceptable to the mayor in consultation with City’s manager and city attorney.

This Resolution, assigned no. 2015-71, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 10<sup>th</sup> day of November 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kelvyn H. Cullimore, Jr., Mayor



ATTEST:

*Linda W. Dunlavy*  
Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 10<sup>th</sup> day of November 2015.

**RECORDED** this 10 day of November 2015.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CANYONS SCHOOL DISTRICT, COTTONWOOD HEIGHTS and  
COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

**SUBJECT: BUTLER MIDDLE SCHOOL MARQUEE**

**Canyons School District will purchase an electronic marquee for Butler Middle School to promote and inform patrons and students about upcoming school events. Cottonwood Heights and Cottonwood Heights Parks and Recreation Service Area will pay a portion of the cost of the marquee, and, as a result, will be allowed to use the marquee to promote and inform the public about their upcoming events.**

1. Purpose. The purpose of this memorandum of understanding (MOU) is to memorialize the agreement between Canyons School District (District), Cottonwood Heights (City), and Cottonwood Heights Parks and Recreation Service Area (CHPRSA) to allow City and CHPRSA to pay for a portion of the electronic marquee (Marquee) at Butler Middle School (BMS) in exchange for the ability to also use the Marquee to promote their events. This Agreement is limited to the BMS Marquee and does not alter or affect existing agreements between the parties for other purposes and programs.
2. Scope. This MOU outlines the ability and responsibilities of each party related to the BMS Marquee.
3. Duties, Responsibilities, Support, and Resource Needs.
  - a. District will purchase and install the Marquee on the premises of BMS, located at 7350 South 2700 East, Cottonwood Heights, Utah 84121.
  - b. City will pay District a portion of the cost for the Marquee. The portion of the total cost is \$6,000.00.
  - c. CHPRSA will pay District a portion of the cost for the Marquee. The portion of the total cost is \$3,000.00.
  - d. District will be responsible for the associated utilities costs, as well as any maintenance and repair costs for the Marquee.
  - e. The Marquee software for information and messages is located within BMS. District will have first priority for information and promotions displayed on the Marquee during the school year. City will have second priority, and CHPRSA will have third priority. City and CHPRSA will forward information and promotion messages to be displayed on the Marquee to BMS' administration with at least seven (7) days' prior written notice. City and CHPRSA will also notify BMS's administration when a message on the Marquee should be discontinued.
  - f. One week after the school year ends and up until one week before the school year begins again, City will have first priority for information and promotions displayed on the Marquee. District will have second priority, and CHPRSA will have third priority.

- g. City and CHPRSA shall provide to BMS requested dates and times for general use of the Marquee for the upcoming fiscal year no later than July 1<sup>st</sup> of each year. City and CHPRSA shall cooperate to finalize those dates no later than August 31<sup>st</sup> of that year; however the District shall reasonably cooperate with any reasonable request to amend such schedule.
- 4. Term. This MOU is for a period of five years, effective July 1, 2015 and terminates on June 30, 2020. Thereafter, this MOU shall renew automatically for four consecutive two (2) year terms unless terminated as provided in Paragraph 5.
- 5. Termination. At any time after the thirteenth (13th) anniversary of this MOU, the District may terminate this MOU by providing at least thirty (30) days' prior written notice to the other parties. Each of City and CHPRSA may terminate their participation in this MOU by providing at least thirty (30) days' prior written notice to the other parties.
- 6. Insurance. As the owner of the Marquee, District is responsible for liability and casualty insurance for the Marquee.
- 7. Severability. If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid or unenforceable, the remainder of this MOU or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- 8. Amendment. This MOU shall not be amended except in writing signed by the parties hereto.
- 9. Applicable Law. The provisions of this MOU shall be governed by and construed in accordance with the laws of the State of Utah and any applicable ordinances of City, including, without limitation, Chapter 19.82 (Signs) of City's code of ordinances.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding by and through their respective, duly-authorized representatives effective the first day date of payment by the respective parties.

*[Signature page follows]*

ATTEST:

**CANYONS SCHOOL DISTRICT**

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November \_\_, 2015

November \_\_, 2015

ATTEST:

**COTTONWOOD HEIGHTS**

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Linda Dunlavy, Recorder  
November \_\_, 2015

Kelvyn H. Cullimore, Jr., Mayor  
November \_\_, 2015

ATTEST:

**COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA**

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November \_\_, 2015

November \_\_, 2015